

REMARKS

Claims 1-37 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 103(a) Rejection:

The Office Action rejected claims 1-4, 6-9, 17, 19, 20, 22-25 and 31-34 under 35 U.S.C. § 103(a) as being unpatentable over Bauer et al. (U.S. Patent 5,884,325) (hereinafter “Bauer”) in view of Bennett (U.S. Patent 5,734,909), and rejected claims 5, 10-16, 18, 21, 26-30 and 35-37 as being unpatentable over Bauer in view of Bennett, and further in view of Bender et al. (U.S. Publication 2003/0163494) (hereinafter “Bender”). Applicants respectfully traverse the rejections for at least the following reasons.

In regard to claim 1, the cited art does not teach or suggest a plurality of application servers, wherein each of the plurality of application servers is configured to access session data, wherein the session data represents the state of a client session for a client. As described in the portions cited by the Examiner, Bauer teaches a database synchronizer for synchronizing client databases with a single centralized database. Bauer teaches that mobile clients modify their client databases when they are disconnected from the central database. When a client re-connects to the server, the database synchronizer synchronizes the client database to the central database.

Bauer specifically employs a single central server and a plurality of remote clients. (Bauer -- col. 1, line 67 – col. 2, line 1; col. 6, lines 4-13). As shown in Fig. 1 of Bauer, a single server node 10 provides a central database 12 which may be synchronized for a plurality of clients nodes 20_{a-z}. Thus, Bauer clearly does not teach a plurality of application servers. To the contrary, Bauer requires a single central server. The Examiner appears to be attempting to equivocate the plurality of clients in Bauer to a plurality of applications servers. However, **by definition**, clients are not servers.

Furthermore, the cited art does not teach that each of a plurality of application servers is configured to access session data, wherein the session data represents the state of a client session for a client. Bauer teaches that each of the clients (which are not application servers) accesses its own client database which may later be synchronized with the single central database by the database synchronizer. A database as described in Bauer refers to a collection of data that is manipulated by clients. Data manipulated by clients in a database is not session data that represents the state of a client session for a client.

Moreover, Bauer clearly does not teach multiple application servers accessing session data for a single client. To the contrary, Bauer describes multiple clients synchronizing with a single central database server.

Furthermore, the cited art does not teach or suggest a distributed store comprising a primary state of the session data configured for access by the plurality of application servers. In Bauer, only the single central server accesses the primary database. The clients in Bauer may have their local databases synchronized with the central database, but there is only a single central server described in Bauer. Also, as noted above, the data stored in the central database in Bauer is not session data that represents the state of a client session for a particular client.

Additionally, the cited art does not teach or suggest that the distributed store is configured to provide locked access to the primary state to a process executing within one of the plurality of application servers, wherein, while the primary state is locked for the process, other processes cannot access the primary state. In Bauer, only the central server accesses the central database. Each client accesses its local client database. Synchronization of the client databases with the central databases is controlled by the database synchronizer through the central server. Since there is only one central server that controls access to the central database in Bauer, there would be no reason to employ the locking mechanism of Bennett in Bauer. The Examiner states that it would be obvious to utilize the teachings of Bennett in the system of Bauer for a lock in order to

avoid data inconsistencies. However, data inconsistencies cannot occur in the central database in Bauer since there is only one server that can access the central database. Inconsistencies between the client databases and the central database are handled by Bauer's database synchronizer. Thus, there is clearly no motivation for one of ordinary skill in the art to apply the locking mechanism of Bennett to the database in Bauer. Moreover, the data that is locked in Bennett is not the primary state of session data that represents the state of a client session for a particular client. Neither Bauer nor Bennett has anything to do with locking in a distributed store the primary state of session data that represents the state of a client session for a particular client.

In light of the above arguments, Applicants assert that the rejection of claim 1 is clearly not supported by the cited art and withdrawal thereof is respectfully requested. Similar arguments apply to the other independent claims. The Bender reference does not overcome any of the deficiencies noted in Bauer and Bennett above.

Applicants also assert that numerous ones of the claims recite further distinctions over the cited art. Since the rejection has already been shown to be unsupported by the cited art, a discussion of further distinctions is not necessary at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5681-11700/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- ☐ Other:

Respectfully submitted,



Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

Date: October 14, 2004